

ORDINANCE NO. 20110623-038

AN ORDINANCE ADOPTING THE SECOND AMENDMENT TO THE STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE SPRINGWOODS LIMITED DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. The City Council approves the Second Amendment to the Strategic Partnership Agreement between the City of Austin and the Springwoods Limited District (formerly the Springwoods Municipal Utility District), in substantially the format attached as Exhibit "A".

PART 2. This ordinance takes effect on July 5, 2011.

PASSED AND APPROVED

_____, June 23, 2011 §
 §
 § _____ Lee Leffingwell
 Mayor

APPROVED: _____ ATTEST: _____
 Karen M. Kennard Shirley A. Gentry
 City Attorney City Clerk

EXHIBIT A

**SECOND AMENDMENT TO THE
STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF AUSTIN AND
THE SPRINGWOODS LIMITED DISTRICT
(FORMERLY THE SPRINGWOODS MUNICIPAL UTILITY DISTRICT)**

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS	§	

This Second Amendment to the Strategic Partnership Agreement Between the City of Austin, Texas and the Springwoods Limited District (formerly the Springwoods Municipal Utility District), Williamson County, Texas ("**Amendment**") is made and entered into by and among the City of Austin, a municipal corporation, acting by and through its duly authorized City Manager ("**City**") and the Springwoods Limited District, formerly known as Springwoods Municipal Utility District, ("**District**"), acting by and through its duly authorized Board of Directors under the authority of Section 43.0751 of the Texas Local Government Code ("**Local Government Code**").

RECITALS

A. The City and the District entered into that certain Strategic Partnership Agreement Between the City of Austin, Texas and the Springwoods Municipal Utility District, Williamson County, Texas, dated effective December 16, 2002, as amended by the First Amendment, dated effective December 25, 2006, (together the "**Agreement**").

B. Pursuant to Section 43.0751(g) of the Local Government Code, the City and the District desire to amend the dissolution date for the District as set forth in the Agreement, and, pursuant to Section 6.13 of the Agreement, the City and the District desire to otherwise amend the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in the Agreement and this Amendment, and other good and valuable consideration, the City and the District agree as follows:

I. Dissolution of the District. Subsection 6.02.b.ii. of the Agreement is deleted in its entirety and the following is substituted in its place:

- ii. If a majority of the qualified voters voting at this election do not approve the proposition, the Limited District shall be automatically dissolved on October 1, 2011, without the necessity of any further action by the City, whether litigation or otherwise, and all assets, obligations, indebtedness, and liabilities of the District shall be assumed by the City.

2. Miscellaneous. Any capitalized term used and not otherwise defined herein shall have the meanings set forth in the Agreement. Unless expressly amended by this Amendment, all other terms and provisions of the Agreement remain in full force and effect as written, and are hereby ratified and confirmed.

IN WITNESS WHEREOF, this Amendment consisting of ____ pages is executed in duplicate counterparts and is dated effective the _____ day of _____, 2011.

CITY OF AUSTIN, TEXAS

Attest: _____
Shirley Gentry
City Clerk

By: _____
Marc Ott
City Manager

SPRINGWOODS LIMITED DISTRICT

Attest: _____
Michael Weems
Secretary

By: _____
James Buchanan
President

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the __ day of _____, 2011, by Marc Ott, City Manager for the City of Austin, Texas, for and on behalf of the City of Austin, Texas.

Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the __ day of _____, 2011, by James Buchanan, President of Springwoods Limited District, for and on behalf of the Springwoods Limited District.

Notary Public in and for the State of Texas

My Commission Expires:_____